

PROPERTY FOR SALE

3 Houses and 2 Vacant Lots

On the Olympic Peninsula

INVITATION FOR BIDS (IFB)

VISIT THE GSA WEBSITE AT: www.auctionrp.com

This sale consists of 5 separate properties: 3 residential houses on separate tax lots (Parcels 2, 3 & 4) and 2 vacant tax lots (Parcels 1 & 5) located in community of Hoodspport, Mason County, State of Washington. The project is authorized under the Forest Service Facility Realignment and Enhancement Act (FSFREA) of 2005. The properties will be auctioned and sold as five separate properties. Bidders may bid on one or multiple properties. A Bid Deposit is required for each property a bidder is bidding on. A Minimum Bid amount has been established for each property.



View from Parcel 5

The following properties are included in this sale:

The Hoodsport Residential Site is located in the town of Hoodsport, North of Olympia, Washington along Hwy 101. The property is approximately 1.67 acres and contains 5 individual tax lots, 3 of the tax lots contain residences. The two vacant tax lots are zoned residential. Access to the properties is from N. North Hill Road off Hwy 101 to a single lane paved road, now designated in Mason County records as N. Harrison Avenue. Refer to attached **Exhibit A** site plat. The following is specific information regarding the properties:

- 1 **Parcel 1** - contains 0.36 acres with mixed timber and vegetation. Access to the lot is from the gravel road (AKA N. Harrison Ave.) Mason County has zoned this residential. City water and power runs along the gravel road (AKA N. Harrison Ave.) serving the existing residences and would need to be brought into the lot.

- 2 **Parcel 2** - 91 N. Harrison Avenue (Forest Service house #1034) contains 0.36 acre. Driveway access is from the gravel road (AKA N. Harrison Ave.) The house was constructed in the early 1960's and is 2,340+/- gross square feet. This house has 3 bedrooms, 1 bathroom, unfinished basement, single car garage, heated by a buried propane tank, septic and drainfield are located in the back yard. The property has a large yard in a quiet neighborhood. The kitchen has original wooden cabinets. Power and city water are metered separately. The Forest Service contracted an industrial hygiene survey, which included an asbestos and lead-based paint inspection, a mold assessment, and radon sampling. The findings confirmed the following:
 1. Asbestos-containing materials in the kitchen were observed to be in good condition. Unless the residence is going to be demolished, the materials do not have to be removed.
 2. The samples collected within the residence did not contain any detectable lead levels. Exterior samples in front of the residence did not contain any detectable lead levels either.
 3. Mold growth and/or water damage were noted throughout the residence, particularly around window casings, sinks, tubs, toilets and fireplace flues. No corrective action will be conducted by the Forest Service and the property will be sold "as is".
 4. Minimal amounts of radon were detected, no action is required.
 5. A hazardous material survey was conducted for the removal of a buried heating oil tank. No leakage occurred. The tank was removed and replaced and retrofitted with a 250 gallon propane tank buried in the front yard. A green plastic cover marks the filling location.

- 3 **Parcel 3** - 71 N. Harrison Avenue (Forest Service house #1033) contains 0.32 acre. Driveway access is from the gravel road (AKA N. Harrison Ave.) The house was constructed in the early 1960's and is 2,340+/- gross square feet. This house has 3 bedrooms, 2 bathrooms, finished basement, single car garage, heated by a buried propane tank, septic and drainfield are located in the back yard. The property has a large yard in a quiet neighborhood. The kitchen has original wooden cabinets. Power and city water are metered separately. The Forest Service contracted an industrial hygiene survey, which included an asbestos and lead-based paint inspection, a mold assessment, and radon sampling. The findings confirmed the following:
 1. Asbestos-containing materials were observed in the basement. Unless the residence is going to be demolished, the materials do not have to be removed.
 2. The Lead-base paint samples collected within the residence did not contain any

detectable lead levels. Exterior samples in front of the residence did not contain any detectable lead levels either.

3. Mold growth and/or water damage were noted throughout the residence, particularly around window casings, sinks, tubs and toilets. No corrective action will be conducted by the Forest Service and the property will be sold "as is".
4. Minimal amounts of radon were detected, no action is required.
5. A hazardous material survey was conducted for the removal of a buried heating oil tank. No leakage occurred. The tank was removed, replaced and retrofitted with a 250 gallon propane tank buried in the front yard. A green plastic cover marks the filling location.

- 4 **Parcel 4** - 51 N. Harrison Avenue (Forest Service house #1032) contains 0.35 acre. Driveway access is from the gravel road (AKA N. Harrison Ave.) The house was constructed in the early 1960's and is 2,340+/- gross square feet. This house has 3 bedrooms, 1 1/2 bathrooms, finished basement, single car garage, heated by a buried propane tank, septic and drainfield are located in the back yard. The property has a large yard in a quiet neighborhood. The kitchen has original wooden cabinets. Power and city water are metered separately. The Forest Service contracted an industrial hygiene survey, which included an asbestos and lead-based paint inspection, a mold assessment, and radon sampling. The findings confirmed the following:

1. Asbestos-containing materials in the kitchen were observed to be in good condition. Unless the residence is going to be demolished, the materials do not have to be removed.
2. The lead-based paint samples collected within the residence did not contain any detectable lead levels. Exterior samples in front of the residence did not contain any detectable lead levels either.
3. Mold growth and/or water damage were noted throughout the residence, particularly around window casings, sinks, tubs and toilets. No corrective action will be conducted by the Forest Service and the property will be sold "as is".
4. Minimal amounts of radon were detected, no action is required.
5. A hazardous material survey was conducted for the removal of a buried heating oil tank. No leakage occurred. The tank was removed and replaced and retrofitted with a 250 gallon propane tank buried in the front yard. A green plastic cover marks the filling location.

- 5 **Parcel 5** - contains 0.28 acres with a little vegetation on the slope. Driveway access is from the gravel road (AKA N. Harrison Ave.) It is zoned residential. City water and power runs along the gravel road serving the existing residences and would need to be brought into the lot. The property has a spectacular view of Hoods Canal.

HOODSPORT SITE PHOTOS



PARCEL 1 - VACANT LOT



PARCEL 2 - HOUSE #91 IN THE BACKGROUND

PARCEL 3 - HOUSE #71 IN THE FOREGROUND



PARCEL 4 – HOUSE #51



PARCEL 5 – VACANT LOT WITH VIEW

Auction Summary

Sale Type: **Online Auction**

Start Date: April 2, 2009

End Date: **Based on Bidding**

Property:	Minimum Bid:	Bid Deposit:	Bid Increment:	Property Code:
Parcel 1- 0.36 acre Vacant Lot	\$ 30,000.00	\$ 5,000.00	\$1,000.00	146
Parcel 2- 91 N. Harrison Ave	\$100,000.00	\$20,000.00	\$1,000.00	147
Parcel 3- 71 N. Harrison Ave	\$100,000.00	\$20,000.00	\$1,000.00	148
Parcel 4- 51 N. Harrison Ave	\$100,000.00	\$20,000.00	\$1,000.00	149
Parcel 5- 0.28 acre Vacant Lot	\$ 30,000.00	\$ 5,000.00	\$1,000.00	150

Auction Site Web Page

www.auctionrp.com

Register and submit your bid.

Click on Featured Auctions and then select the property you are interested in to view and download Property Sales Information.

Property Disposal Web Page

<http://propertydisposal.gsa.gov>

Click on Washington to view and download Property Sales information

Online Auction Assistance

For technical questions regarding the GSA on-line auction, or for submitting a bid, please contact:

Lisa Roundtree

253-931-7709

e-mail: lisa.roundtree@gsa.gov

Sales Information

For questions concerning the properties or the sale process, please contact:

Vicky Wessling

(360) 891-5222

e-mail: vwessling@fs.fed.us

Inspection Opportunities

The Properties will be open for inspection by West Realty (360) 877-5236, from 1 pm to 4 pm on the dates listed below:

Sunday, April 19, 2009

Saturday, April 25, 2009

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

Hoodsport is located about an hours drive North of Olympia, Washington on Highway 101. The Hoodsport properties are all within a quiet, residential neighborhood. The houses are all in the same block on Harrison Avenue and surrounded by other private residences. The properties are all located close to schools.

The Hoodsport community offers a relaxed lifestyle looking over Hoods Canal and easy access to hiking, fishing, hunting, bird watching, and four season recreation.

The Hoodsport properties are located in Mason County, Washington (county seat is in Shelton, WA) and are managed by the Olympic National Forest.

2. SALE PARCEL DESCRIPTION

The three (3) Hoodsport houses are ranch-style housing with basements and are of wood frame construction. Each house is approximately 1248 gross square feet. The houses are all in good condition and include three bedrooms, one bathroom upstairs and one downstairs, a kitchen/utility room, a small dining area, and an attached single car garage. Heat is supplied by forced air propane furnaces, with secondary woodstove heat. The buildings and site are of average quality for the neighborhood and marketing area. The houses have all been used for employee housing on the Hood Canal Ranger District. The houses are all on city water and sewer systems. The houses all have driveway access from N. Harrison Ave. (aka "gravel drive", on the plat attached as Exhibit A, along the northwestern edge of the properties.) The houses are located on the plat as Parcels 2, 3 & 4.

Within the same tax block are two vacant lots identified as Parcels 1 and 5 on the attached Exhibit A. Both parcels are zoned residential with city water and utilities up to the lots (located along N. Harrison Ave.) Parcel 1 is 0.36 acre and Parcel 5 is 0.28 acre.

Bidders are reminded that the properties are offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guarantee, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the auction.

3. DRIVING DIRECTIONS

The Hoodsport properties are along Hwy 101 North of Olympia in the community of Hoodsport. Once in Hoodsport, veer left up the hill on N. North Hill Road. Continue up the hill following the bend of the road to the left. Go 2 blocks and turn left on N. Harrison Ave. (AKA Gravel Road on attached Exhibit A plat.) The first property for sale will be the vacant lot shown on Exhibit A as Parcel 5 with a view of Hoods Canal. Following is a yellow house - House #51/Parcel 4; next is a blue house-House #71/Parcel 3; next is a green house - House #91, Parcel 2; and the last vacant lot is Parcel 1 with timber and mixed vegetation.

4. LEGAL DESCRIPTION

The Forest Service contracted a surveyor to conduct a Boundary line Adjustment of Lots 1-12, Block 17, of Hoodspport, situated in the SW1/4, Section 12, Township 22 N., Range 4 W, West Meridian, Mason County, Washington. The county approved the boundary line adjustment to create 5 saleable parcels. Total acreage of all 5 parcels combined is approximately 1.67+/- acres.

5. ASSESSOR'S PARCEL NO.

Parcel 1 is 42212-50-17001	(0.360 acres – Vacant Lot)
Parcel 2 is 42212-50-17004	(0.359 acres – With Residence)
Parcel 3 is 42212-50-17006	(0.320 acres – With Residence)
Parcel 4 is 42212-50-17009	(0.354 acres – With Residence)
Parcel 5 is 42212-50-17011	(0.278 acres – Vacant Lot)

6. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

There are no reservations and encroachments. The only easement recorded on the Hoodspport properties affects Parcels 3, 4 and 5. The easement is a twenty foot (20') wide strip benefiting those lots in Block 16, lying adjacent to Lots 1 through 12 of Block 17. This easement runs across the eastern side of the premises adjacent to N. Harrison Ave.

Mineral rights will be conveyed with the surface rights.

There are no water rights of record tied to the real property. The three parcels with residences are connected to city water. The 2 vacant lots would need to be hooked-up to city water system running along N. Harrison Ave (AKA Gravel Road.).

The deed for each parcel states, "Together with the tenements, appurtenance thereon, belonging, or in anywise appertaining". All 5 properties will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way.

The properties are subject to CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) Notices and Covenants regarding hazardous substances as listed under "Notices and Covenants" on pages 16-20. The Forest Service warrants that it shall take any additional response action found necessary after the date of this conveyance regarding hazardous substances located on the property on the date of this conveyance.

7. UTILITIES

Public utilities are located along N. Harrison Ave (AKA Gravel Road) are already serving the 3 residences and exist to the lot lines of the 2 vacant parcels. The utilities have not been shut off to keep minimal heat in the houses. The billing will need to be changed to the new owner's name.

Procurement of utility services shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities.

Electric

Mason County PUD 3
307 W. Cota St.
Shelton, WA 98584
(360) 426-8255

Propane

Each house is heated by newly retrofitted propane tanks buried in the front yard, which replaced underground heating oil tanks. Supplied by AmeriGas (253) 872-7613
No natural gas service is available to the residences.

Telephone

Quest Telephone Service (888) 772-6097

Community Water is connected to each residence and the vacant lots would need to be hooked-up. Each residence has its own septic tank and drainfield. The vacant lots are not developed.

Solid Waste

Hoodsport Drop Box (360) 877-9525

GENERAL TERMS OF SALE

1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Descriptions, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form for Purchase of Government Property and Exhibits, all of which are attached to this IFB by reference, and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the conclusion of the online auction.

2. DESCRIPTION PROVIDED IN IFB

The description of the Properties set forth in the IFB and any other information provided therein with respect to said Properties are based on the best information available to the USDA Forest Service and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Properties and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

Inspection of the Properties are the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The properties are locked and vacant. You may inspect the exteriors of the houses anytime during daylight hours. Please do **not disturb the neighbors**. The interiors can be inspected at the scheduled open houses as listed below, or by appointment by calling: [West Realty \(360\) 877-5236](tel:3608775236). The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

4. CONDITION OF PROPERTY

The Properties are offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered.

5. ZONING

The 5 parcels are subject to the jurisdiction of the **Mason County**. The parcels are zoned **RR 2.5 Residential**.

Verification of the present zoning and determination of permitted uses there under, along with compliance of the Properties for present or proposed future use shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more zoning information, please contact:

Mason County Building Dept at (360) 427-9670.

6. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale between the successful bidder ("Purchaser") and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract, nor shall the contract or any interest therein, be transferred or assigned by the Purchaser without the consent of the Government. Any assignment transaction without such consent shall be void.

7. TAXES AND CLOSING COSTS

As of the date of conveyance of the Properties, the Purchaser shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser.

8. RISK OF LOSS

a. As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.

b. In the event of a major loss or damage to the Property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the Purchaser shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY

If the Bid for Purchase of Government Property is accepted by the Government and a) the Government fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close, the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon the Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the purchase of the Property is accepted, a Quitclaim Deed will convey the Government's interest. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date of forty-five (45) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the forty-five (45) calendar day period.

Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated local escrow company to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance.

The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

14. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

15. SALE AND CONVEYANCE

The sale and conveyance of the Properties shall be made subject to the following:

- a) All covenants, easements, reservations, restrictions, encumbrances and encroachments, whether of record or not.
- b) Any statement of facts which a physical inspection and accurate survey of the Property may disclose.

16. DOCUMENTARY STAMPS AND COST OF RECORDING

The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

17. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. U.S. General Services Administration employees are prohibited from bidding on the Property offered in the IFB.

18. ADDITIONAL INFORMATION

GSA, at the address given in this IFB, will upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Properties offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

IMPORTANT INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on Thursday, April 2, 2009, at 9:00a.m. (Pacific Time).

2. TYPE OF SALE

The sale of these properties will be an online auction conducted at www.auctionrp.com and by submission of initial written bids by mail. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced at www.auctionrp.com, with at least three business days prior notice (see Paragraph 10, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. The USDA Forest Service has no information on the availability of private financing or on the suitability of this Property for financing.

4. MINIMUM OPENING BID

The minimum opening bid for each property is listed in the table on page 6. The minimum opening bid amount does not represent the value of each Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION

a) Bidder registration is a three-step process:

(1) An interested bidder should register online at the auction web site, www.auctionrp.com.

(2) Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. Additional bid forms are available upon request or you may photocopy the form in this IFB. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

(3) A bid deposit as listed in the table on page 6 must accompany your Bidder Registration and Bid Form in the form of a cashier's check, certified check or credit card (Visa or MasterCard). Personal or company checks are **NOT** acceptable and will be returned to the sender. Checks must be made payable to: "**General Services Administration**"

Deposits by credit card may be initiated over the Internet by following the instructions on the online auction site: www.auctionrp.com. Bidders must also complete, sign and submit the enclosed Registration Deposit by Credit Card form along with the Bidder Registration and Bid Form to be authorized to bid.

Only upon GSA's verification of your registration deposit will you be allowed to bid online using

the User ID and password, as discussed below (Paragraph 6, User Identification and Password), nor will your initial written bid be posted online.

b) To register to bid and if you are prepared to make an initial written bid, please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send, along with the required Registration Deposit, to:

GSA Office of Real Property Disposal (9PRF-10)
400 15th Street S.W. Room 1161
Auburn, WA 98001-6599
Attn: Lisa Roundtree, Realty Officer

THESE FORMS MAY NOT BE FAXED

c) It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

d) Registration may occur anytime prior to the conclusion of the auction. However, the Government makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register as soon as the auction opens.

6. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). The required password must be at least eight [8] characters and must include: a) one letter, b) one number, and c) one special character such as: ! @ # \$ % ^ & * (). Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity. The User ID number will be used to identify the bidders on the auction Web page, www.auctionrp.com. In the event you forget your User ID and/or password or are locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.

7. BIDDING IN GENERAL

a) Registered bidders may increase their bids by following the instructions at www.auctionrp.com. By submitting your bid through www.auctionrp.com, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password.

b) Bids must be submitted without contingencies.

c) Bids by mail that are not submitted on GSA forms will be rejected.

8. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at our online auction Web site at www.auctionrp.com. New bids and auction closing information will be posted to this site. The online auction site is updated immediately when new bids are received. Bidders may also review the Property information at our Home Page, propertydisposal.gsa.gov.

Bidders will be notified via the auction web site when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at 253-931-7547. Bidders are

urged to pay close attention to the auction web page which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

9. INCREASING YOUR BID

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. All increased bids must be made online. Increased bids must be at least made in the increment shown on page 6, more than the previous high bid in order to be considered. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted initial written bid, bidders must bid online at www.auctionrp.com. In the event that two bids of equal value are received, the first bid received will be recognized.

10. CALL FOR FINAL BIDS

The Government will announce a date for the receipt of final bids. That date will be announced on the auction Web page, www.auctionrp.com. On that date, if no increased bid is received between 9:00 a.m. and 3:00 p.m. Pacific Time, then bidding will close at 3:00 p.m. and consideration will be given to selling the Property to the high bidder. If an increased bid is received between 9:00 a.m. and 3:00 p.m. Pacific Time on that announced date, then bidding will be continued over until the next business day, excluding Federal holidays and weekends, on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m. Pacific Time on that day. There is no advantage to waiting until the last minute to bid.

11. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for 90 calendar days after the date of the final bid submittal by a bidder until the bid is accepted or rejected by the Government

If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

14. HIGH BIDDER DETERMINATION

Once bidding stops and the high bid is confirmed, the high bid will be considered for acceptance. There is no guarantee that the Government will accept the high bid.

The USDA Forest Service will issue an Award Letter to the high bidder which will constitute acceptance of the high bid and declare the high bidder to be the Purchaser of the Property.

15. AUCTION DISPUTE RESOLUTION

The Government reserves the right to stop the auction for any reason without award and start a new auction at any time. The Government may resolve bidding conflicts by determining the high bidder and the high bid amount and then re-open bidding until bidding stops as described above. The Government may temporarily suspend an auction to resolve controversies and resume an auction at any time.

16. TEN PERCENT BID DEPOSIT, TRANSACTION CLOSING AND REFUND OF REGISTRATION DEPOSITS

a) Within ten (10) calendar days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the amount bid. Failure to provide such bid deposit shall require rejection of the bid.

b) Upon acceptance of a bid, the appropriate bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price is payable within Forty Five (45) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

c) Appropriate Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders, who submitted their deposit via check, may elect to receive the refund by U.S. Treasury check or by an electronic transfer of funds. Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number. The use of an individual's SSN will be collected only for the proper refund of the Registration Deposit. Bidders who submit their deposit via credit card will be issued a credit back to that card.

d) Registration Deposits received from the two highest bidders will be held as stipulated in Paragraph 17, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds will be processed timely but will require several weeks to complete the process.

17. BACK-UP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's Registration Deposit will be retained, without interest, until the close of escrow. Subsequently the Registration Deposit of the second-high bidder if originally sent via cashier's check will be refunded by U.S. Treasury check or by an electronic transfer of funds thereafter. If the deposit was via credit card a credit will be issued back to that card. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

18. ONLINE BIDDING

The Government will not be responsible for any failure attributable to the inability to transmit a bid, the transmission or receipt of an online bid, including, but not limited to the following:

- a) Receipt of a garbled or incomplete bid.
- b) Availability or condition of the sending or receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment and software.
- d) Malfunctioning of any network, computer hardware or software.
- e) Delay in transmission or receipt of a bid.
- f) Failure of bidder to properly identify the bid.
- g) Security of bid data.
- h) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to login repeated failures, etc.

If your bid is not accurately shown or you can not enter a bid at www.auctionrp.com then you should call GSA at 253-931-7547 for assistance.

19. BID EXECUTED ON BEHALF OF BIDDER

- a) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.
- b) If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- c) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

NOTICES AND COVENANTS

The following Notice and Covenants will be inserted in the Quitclaim Deed.

1. HAZARDOUS SUBSTANCE NOTIFICATION

A. NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

B. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

Notice and covenants concerning hazardous substances are required to be included in the sale notice and deed of conveyance for the property under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9620(h). The purchaser will be required to agree to "hold harmless" the United States of America from injury, damages, loss, claims, liabilities, cost, and judgments arising from future actions by the purchaser. In addition, the purchaser must also provide written assurance that they will comply with applicable Federal, State, and local laws relating to the management of the lead-based paint and asbestos-containing building materials on the property. The notice and covenants, the "hold harmless" provisions, and the assurance related to lead-based paint and asbestos-containing building materials are included in the example draft deed provided as Attachment C to this Invitation for Bids. The final purchaser agrees to the covenants and other provisions of the sale set out in Attachment C. An Environmental Site Assessment report on each property is available for review by potential purchasers and will be provided to the apparent high bidder for the property. By submitting a bid for the property, bidders acknowledge that they were given the opportunity to obtain a copy of the Environmental Site Assessment. Bidders further acknowledge that they have been informed of and agree to covenants as specified in the example draft deed provided as Attachment C to this Invitation for Bids.

1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
- (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable

regulatory authority as of the date of this conveyance.

2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

C. ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

2. NOTICE OF PRESENCE OF LEADBASED PAINT (LBP) /RESULTS OF INDUSTRIAL HYGIENE SURVEY

The Forest Service contracted an industrial hygiene survey on the 3 residences done by IHI Environmental, 311 36th Avenue East, Seattle, WA 98112. A summary of the results is as follows:

Parcel 2, 91 N. Harrison Avenue: The risk assessment showed that lead-based paint hazards do not exist at this building as defined in the 1995 HUD Guidelines for the Evaluation and Control of Lead-Based Paint hazards in Housing. The samples collected from both interior and exterior paint did not contain any detectable lead levels.

In addition, findings of mold was noted particularly around window casings, sinks, tubs, toilets, and the fire place flue.

A three-day indoor radon sample was collected using the charcoal canister sampling technique. The results were below the Environment Protection Agency "action level." No action is required for radon mitigation.

Parcel 3, 71 N. Harrison Avenue: The risk assessment showed that lead-based paint hazards do not exist at this building as defined in the 1995 HUD Guidelines for the Evaluation and Control of Lead-Based Paint hazards in Housing. The samples collected from both interior and exterior paint did not contain any detectable lead levels.

In addition, findings of mold was noted particularly around window casings, sinks, tubs, and toilets.

A three-day indoor radon sample was collected using the charcoal canister sampling technique. The results were below the Environment Protection Agency "action level." No action is required for radon mitigation.

Parcel 4, 51 N. Harrison Avenue: The risk assessment showed that lead-based paint hazards do not exist at this building as defined in the 1995 HUD Guidelines for the Evaluation and Control of Lead-Based Paint hazards in Housing. The samples collected from both interior and exterior paint did not contain any detectable lead levels.

In addition, findings of mold were noted particularly around window casings, sinks, tubs, and toilets.

A three-day indoor radon sample was collected using the charcoal canister sampling technique. The results were below the Environment Protection Agency "action level." No action is required for radon mitigation.

Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

3. ASBESTOS CONTAINING MATERIALS (ACM)

IHI Environmental also conducted the asbestos testing on the 3 houses. A summary of the results is as follows:

Parcel 2, 91 N. Harrison Avenue: asbestos was detected in the kitchen sheet vinyl flooring that was used on the shelf of the pantry. At the time of inspection, the vinyl was observed to be in good condition and do not need to be removed.

Parcel 3, 71 N. Harrison Avenue: asbestos was detected in the black covebase mastic in the basement and the wall system. The levels are so low, no removal is necessary.

Parcel 4, 51 N. Harrison Avenue: asbestos was detected in the kitchen sheet flooring/paper backing and wall system. The materials were observed to be in good condition at the time of the inspection and the materials do not have to be removed.

(a) Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

(b) Bidders are invited, urged and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged and cautioned to inspect the Property as to its

asbestos content and condition and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

(c) No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

(d) The description of the Property set forth in the IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

(e) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

(f) The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

4. UNDERGROUND FUEL STORAGE TANKS (USTs)

All three residences had underground fuel oil storage tanks until November of 2006. They have all been removed and decommissioned. Each house has been retrofitted for propane use by a buried 250 gallon tank in the front yard. A green plastic covers the tank filling location. The propane tanks were installed by Serrellgas following the decommissioning of the heating oil tanks. The decommissioning work was conducted by EA Engineering Science and Technology. 12011 NE 1st St. Building C, Suite 1008, Bellevue, WA 98005. (425) 451-7400.) A summary of the fuel oil storage tank decommissioning work is discussed below.

Parcels 1 & 5 are vacant lots.

Parcel 2, 91 N. Harrison Ave (house #1034): Soil sampling associated with the decommissioning of this underground fuel oil storage tank indicated that no hydrocarbon odors or staining of soil was observed. The UST was in fair condition with some rust scaling. Four soil samples were analyzed for diesel. Analytical results did not detect concentrations that require clean-up. Backfilling and restoration of the site was completed on November 2, 2006.

Parcel 3, 71 N. Harrison Ave (house #1033): Soil sampling associated with the decommissioning of this underground fuel oil storage tank indicated that no hydrocarbon odors or staining of soil was observed. The UST was in fair condition with some minor rust scaling. Four soil samples were analyzed for diesel. Based on the analytical results and the condition of the UST at the time of closure, there was no evidence that a release of heating oil had occurred

at this site. Backfilling and restoration of the site was completed on November 2, 2006.

Parcel 4, 51 N. Harrison Ave (house #1032): Soil sampling associated with the decommissioning of this underground fuel oil storage tank indicated that no hydrocarbon odors or staining of soil was observed. The UST was in fair condition with some rust scaling. Four soil samples were analyzed for diesel. Analytical results did not detect concentrations that require clean-up. Backfilling and restoration of the site was completed on November 2, 2006.

5. RADON

All three houses had radon testing conducted. A three-day indoor radon sample was collected using the charcoal canister sampling technique. The results were below the Environment Protection Agency "action level." No action is required for radon mitigation.

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BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

3 Residences and two Vacant Lots at Hoodspoint, Washington

SEND THIS FORM TO:

REGISTRATION DEPOSIT: \$ _____

U.S. General Services Administration
Office of Real Property Disposal (9PRF-10)
400 15th Street S.W. Room 1161
Auburn, WA 98001
Attn: Lisa Roundtree

PROPERTY CODE: _____

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids IFB for the bid price entered below or subsequent bids placed online if this bid is accepted by the Government. This Bid Form is made subject to the terms of the IFB including its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at <http://www.auctionrp.com/>.

I HEREBY ACKNOWLEDGE RECEIPT OF AND HAVE REVIEWED THE AFOREMENTIONED DOCUMENTS. _____(INITIAL)

Parcel 1 - Vacant Lot (0.36)	Amount Bid\$ _____	Spelled-out _____
Parcel 2 - 91 N. Harrison Ave.:	Amount Bid\$ _____	Spelled-out _____
Parcel 3 - 71 N. Harrison Ave.:	Amount Bid\$ _____	Spelled-out _____
Parcel 4 - 51 N. Harrison Ave.:	Amount Bid\$ _____	Spelled-out _____
Parcel 5 - Vacant Lot (0.28):	Amount Bid\$ _____	Spelled-out _____

If this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies):

- ☐ An individual doing business as _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability corporation, incorporated in the State of _____
- ☐ A trustee, acting for _____

PLEASE COMPLETE THE FOLLOWING:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
E-mail: _____

Signature _____ Date _____

CERTIFICATE OF CORPORATE BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government
Property

Hoodsport Residential Site

I, _____, certify that I am _____
(Secretary or Other
Title)

of the Corporation named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was

then _____ of said Corporation
(Official Title)

that said bid was duly signed for and on behalf of said Corporation by authority of its
governing body and is within the scope of its corporate powers.

(Signature of Certifying Officer)

(Corporate Seal Here)

REGISTRATION DEPOSIT BY CREDIT CARD

PROPERTY CODE _____

PROPERTY ADDRESS & PARCEL NO. _____

SEND THIS FORM TO:

U.S. General Services Administration
Office of Real Property Disposal (9PRF-10)
400 15th Street S.W. Room 1161
Auburn, WA 98001-6599
Attn: Lisa Roundtree

THIS FORM MAY BE SUBMITTED BY FAX:
(253)931-7554

REGISTRATION DEPOSIT: \$ _____

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid Package and any Addendum. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the registration deposit, as specified in the Important Instructions to Bidders, Pages 13 thru 17, Paragraph 5, Bidder Registration. In the event that applicant becomes the Purchaser, the registration deposit will be applied towards the purchase price for the Property. In the event the applicant is not the Purchaser, the registration deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: _____

Address: _____

City: _____ State _____ Zip _____

Check type of credit card to be charged: ☐ Visa ☐ MasterCard

Name as it appears on card: _____

Credit Card Number: _____ Exp. Date: _____

Phone () _____ Fax: () _____

Signature: _____ **Date:** _____

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